

TERMS AND CONDITIONS

The terms and conditions set out below are the terms and conditions of the contract between you, the sender of the Shipment and us RBCC (hereinafter referred to as "RBCC").

1. AGREEMENT TO TERMS

- 1.1 ACCESSING, BROWSING OR USING THE RBCC SITE OR USING OUR SERVICES IMPLIES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT; PLEASE READ THEM CAREFULLY.
- 1.2 By giving us your Shipment, you certify that shipment details are complete and accurate, and you agree, whether or not you are acting on your own behalf or as an agent for and on behalf of any other person having interest in this Shipment, to all the terms and conditions hereof and to any applicable tariff. No one is authorized to alter or modify the terms of our agreement.

2. DEFINITIONS

- (a) "Package" means any container, envelope, document or parcel that is acceptable by us for delivery
- (b) "Shipment" means all Packages that are tendered to and accepted by us for delivery and that travel hereunder under a single (Airway Bill) receipt.

3. USER ACCOUNT

- 3.1 **As an RBCC account holder, you understand that you are responsible for the security and confidentiality of your account User Id, password, and RBCC Mailbox number and for restricting access to your computer. You accept responsibility for all activities that occur under your account or password.**
- 3.2 RBCC does not provide services to minors, if accounts are opened by minors, RBCC reserves the right to cancel or close them permanently.
- 3.3 RBCC does not discriminate based on race, ethnicity, nationality, religion, gender identity, or sexual orientation.

4. ITEMS NOT ACCEPTABLE FOR SHIPMENT

- 4.1 RBCC does not accept as a Shipment the following: -
 - (a) Money/cash, or items readily convertible to money (including but not limited to coins or negotiable instruments equivalent to cash such as endorsed stocks and bonds)
 - (b) Shipments of items accepted by mistake
 - (c) Items restricted by IATA (International Air Transport Association) or IAC (International Civil Organization)
 - (d) Items which in our discretion we cannot transport legally or safely.

You certify that your shipment is not restricted by any of the above limitations.

- 4.2 We reserve the right to reject packages based on these limitations or for reasons of safety or security.
- 4.3 RBCC reserves the right to refuse receipt of any shipments found to have been opened, tampered with or damaged prior to arrival.
- 4.4 RBCC offers a service for each shipment and does not offer a Consolidation Service as such, each tracking number will be treated as a separate shipment and will attract the related shipping charges and customs duties where necessary.

5. YOUR OBLIGATIONS

- 5.1 You warrant that each article in the shipment is properly described on the Invoice or related proof of purchase and that each item is properly marked addressed and packaged to ensure safe transportation with ordinary care in handling.
- 5.2 You agree to pay all shipment charges, destination duties and taxes, and any other related charges for this shipment.
- 5.3 You agree to pay all shipment charges including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing marking or addressing of the Shipment, or for the acts or omissions of the recipient or anyone else with an interest in the Shipment.

6. DELAYED SHIPMENTS

We will make every effort to deliver your Shipment according to our regular delivery schedules, but we are not liable for any delays in collecting a shipment, transporting a shipment (including delays caused by any diversion) and delivering a shipment occasioned by the following circumstances: -

- (a) natural disasters including but not limited to storms, tempest or floods;
- (b) act of war hostilities riot or civil commotion or the threat or fear of such conditions prevailing;
- (c) criminal malicious or negligent actions or acts or omissions of third parties.
- (d) industrial action or unforeseeable traffic conditions;
- (e) suspension or cancellation of transport services by reason of or of the threat or fear of inclement weather;
- (f) fire, lightning or explosion;
- (g) seizure under legal process;
- (h) your act, default, or omission of whatever nature, or act, default or omission of your employees or agents or any person having any interest in the goods.
- (i) insufficient or improper packing labelling or addressing; or the omission of your RBCC Mailbox number
- (j) the unavailability at the delivery address of the consignee or other authorized recipient.

7. NO WARRANTIES

We will make no warranties express or implied.

8. DECLARED VALUE & LIMITS

- 8.1 It is agreed that the total liability of RBCC shall be limited, in any event, to the sum of US\$100.00. You may engage private insurance providers for insurance coverage exceeding US\$100.00.
- 8.2 In the event of loss or damage of shipment that exceeds US\$100.00, a claim must be submitted in writing within 30 days of the loss or damage. Any loss or damage related to RBCC must be reported to the company within 48 hours from receipt of package.
- 8.3 The Customer is required to inspect his/her shipment when it is received for damages and or missing content. If contents are found to be damaged or missing, the matter must be reported immediately, failing to do so could adversely affect claim settlement.

9 LIABILITIES NOT ASSUMED

- 9.1 Subject to Clauses 9 above, neither RBCC nor any of its employees or agents shall be liable for any loss or damages, whether direct, incidental, special or consequential in any event for any shipment given to us in excess of the amount stated in Clause 9, including but not limited to loss of income or profits.
- 9.2 We will not be liable for loss of or damage to shipments of money or other prohibited items.
- 9.3 We will not be liable for your acts or omissions including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing marking or addressing of the Shipment, or for acts or omissions of the recipient or anyone else with an interest in the Shipment. Also, we will not be liable if you or the recipient violates any of the terms of our agreement. We will not be liable for loss, damage, delay, shortage, wrong delivery, non-delivery, misinformation or failure to provide information in connection with Shipments of money as defined in clause 4 above or other restricted or prohibited items.
- 9.4 We will not be liable for loss, damage, delay, shortage, wrong delivery, non-delivery, misinformation, or failure to provide information caused by events beyond our control including but not limited to natural disasters, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions or acts of public authorities (including Customs or Health Officials).

10. ROUTE

The Shipment may be carried by any route at the sole discretion of RBCC.

11. INDEMNITY

You shall indemnify and keep RBCC harmless from and against all claims, costs, and demands by whomsoever made or preferred in excess of our legal liability under these terms and conditions.

12. CLAIM FOR LOSS, DAMAGE OR DELAY

ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN THE TIME LIMITS SET OUT BELOW.

- 12.1 The right to damages against you within the limits of clause 9 above shall be extinguished within three (3) months from the date of delivery of the Shipment or from the date on which the Shipment should have been delivered.
- 12.2 Within 30 days of notifying us of the claim, said claim must be submitted to us in writing including all relevant information about it. RBCC is not obligated to act on any claim until all transportation charges have been paid and the claim amount may not be deducted from those charges.
- 12.3 If the recipient accepts the Shipment without noting any damage on the delivery record, we will assume that the Shipment was delivered in good condition. For us to consider a claim for damage, the contents, original shipping cartons, and packing must be available to us for inspection.

13. RIGHT TO INSPECT

Your shipment may at our discretion or at the request of governmental authorities be opened or inspected by such authorities or us at any time.

14. CUSTOMS CLEARANCE

14. By delivering this shipment to us, you hereby agree solely for the performance of customs clearance to certify us as the consignee for the purpose of designating a customs broker to perform clearance.

14.2 You agree to provide all related invoices for your shipment, to allow for accurate assessment by Customs. Where invoices are not provided, you understand that RBCC and/or Customs reserves the right to assign a value for your items where necessary. Failure to provide the relevant invoices may result in your packages being detained by Customs.

15. DISPOSAL OF SHIPMENTS NOT COLLECTED

15.1 RBCC reserves the right to dispose of any shipment not collected by the recipient or addressee or any duly appointed agent and remaining in our office/warehouse for more than THREE (3) months after notification by us that the shipment has arrived. You agree to indemnify us regarding any claim made in respect of our actions under this clause.

15.2 The account holder/recipient agrees to a storage fee of \$**200JMD** per day for all packages uncollected after **thirty (30)** days.

16. APPLICABLE LAW

This Agreement is subject to the Laws of Jamaica.

The invalidity or unenforceability of any provision shall not affect any other part of this Agreement.
